

**VOLUNTARY CLEANUP CONTRACT
09-5691-NRP**

**IN THE MATTER OF
A Portion of the Charleston Steel and Metal Site, Charleston County
and
Ginn-LA Promenade SYS, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Ginn-LA Promenade SYS, LLC, with respect to a portion of the Property located at 107 Brigade Street, Charleston, South Carolina. The Property includes approximately 12.1 acres identified by Tax Map Serial Number 464-00-00-003. In entering this Contract, the Department relies on the representations of the "Information and Certification" submitted by The Ginn Companies, LLC and received on December 4, 2008, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This contract is entered pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code § 44-56-710-760, as amended on June 11, 2008; the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq., and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in applicable S.C. statutes, as amended and regulations promulgated thereto, including but not limited to the authorizing statutes above, the S.C. Pollution Control Act, S.C. Code § 48-1-10, et. seq., the S.C. State Underground Petroleum Environmental Response Bank Act § 44-2-10, et. seq., or in CERCLA if not set forth in the above statutes.

- A. "Ginn" means Ginn-LA Promenade SYS, LLC.

- B. "Beneficiaries" means Ginn's Non-Responsible Party lenders, lenders, parents, managers, members, employees, subsidiaries, assigns and successors, including new purchasers, lessees, heirs, devisees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contract" means this Voluntary Cleanup Contract.
- D. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Existing Contamination" shall mean any contamination including pollutants or contaminants, petroleum or petroleum products, or hazardous substances present on, or under, the Site as of the execution date of this Contract.
- F. "Property" means the real property as described in the Information and Certification attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual lease interest of Ginn. The Property is bounded generally by Brigade Street to the north, N. Romney Street to the east, Romney Street to the south, and a CSX Transportation Railway running parallel to Morrison Street to the west. This Property is located within a commercialized urban area situated in a designated Renewal Community comprised of industrial operations, commercial businesses and multi-family residential housing.

FINDINGS

2. Based on the information known by the Department, the following are asserted for this Contract:

A. Owners: The owners on the Property are as follows:

Standard Oil Company	Unknown to Sept. 1937
Nathan Goldberg and Beatrice Goldberg	Sept. 1937 to Dec. 1952
Beatrice Goldberg	Sept. 1937 to Dec. 1952
Sheila Goldberg	Dec. 1952 to Jan. 2002
Gertrude Goldburg Kurtz	Dec. 1952 to Mar. 1992
Estate of Gertrude G. Kurtz to Herman Kurtz, Arthur Joseph Kurtz, Fredlyn Doris Kurtz Scholss	Mar. 1992
Estate of Sheila Rosenblatt Goldberg Minkoff to Arnold Goldberg	Jan. 2002
Arthur J. Kurtz	Mar. 2002 to Present

B. Operators: The operators on the Property are as follows:

N. Goldberg Company	1938 to Nov. 1961
Charleston Steel and Metal	September 1988 to Present

- C. Property and Surrounding Areas: The Property was undeveloped woods prior to use as a scrap iron yard. Sanborn (Sanborn Fire Insurance Map) maps show a railroad spur on the northern portion of the Property in 1919. By 1941 roads appear on the Property. Several structures including an office were depicted on the Property and a metal crusher was labeled in the 1944 Sanborn. One large structure depicted in the 1973 Sanborn is an

approximately 13,000 square foot one-story, masonry building adjacent to Brigade Street. This building served as office space, warehouse and processing facility. Another masonry building located on the northwest corner of the Property provided locker space and restrooms for workers. There are two structures approximately 1,000 sq. ft each located on the southeastern portion of the Property. Additionally an approximately 6,000 sq. ft. metal building located near the two masonry structures is used as a maintenance facility. Mobile homes provide additional office space behind the largest masonry building. The Property has been a metal salvage yard since N. Goldberg and Sons Junk Yard began operations on the Property around 1938. Huguenin Avenue extended from Brigade Street southward across the Property but was abandoned by the City of Charleston in 1988. The street's asphalt pavement was removed while the power lines remain. The northeastern 1.22 acres corner of the Property is a marsh and a drainage ditch along the eastern border extends to the wetland area. Long Branch Creek is adjacent to the northern border of the Property.

- D. Salvage operations, now closed to the public, continue while the business is moved to a new location. Lead-acid batteries have been stored on this Property. ASTs (above ground storage tanks) and numerous 55-gallon drums of petroleum products are on the Property. Stained soil and standing water, with what appeared to be petroleum sheen, have been observed on the Property.
- E. The adjacent 5.9 acres, identified as TMS 464-00-00-017, was owned and operated as part of the Charleston Steel and Metal Site. That property is subject to Voluntary Cleanup Contract 07-5691-NRP between the Department and Ginn. During assessment of that property, arsenic, chromium, copper, iron, lead, PAHs (polynuclear aromatic hydrocarbons) and PCBs (polychlorinated biphenyls) were detected in soil and/or sediment. Groundwater has also been impacted. Groundwater flow has been determined to be eastward toward the Cooper River.

- F. A former Standard Oil Company petroleum distribution facility was located northeast of the Property. The petroleum facility is now occupied by a multi-family housing development, Bayside Gardens. The former Holston Landfill subject to VCC 03-5413-NRP between the Department and Joe Griffith, Inc. (assigned to Ginn), is located east of the Property. The former Romney Street Landfill subject to VCC 06-5645-NRP between the Department and an affiliated entity of Ginn known as Ginn-LA Fund IV Promenade North, LLC, is located northeast of the Property. These facilities are considered "historical recognized environmental conditions."
- G. There are potential USTs (underground storage tanks) located at 1068 Morrison Drive, west of the Property. This property was the site of Murdough Motors, Inc. (2006), Rabon's Southern Oil Station (1970) and Grubb's Southern Oil Station (1969).
- H. Investigations / Reports: A Phase I Environmental Site Assessment (S&ME, Inc., August 2006) was conducted across the entire 18 acres occupied by Charleston Steel & Metal, including this Property. The Report determined that Charleston Steel & Metal accepted construction debris from unknown origins and the acreage has been used for more than sixty years as a scrap metal salvage yard.
- I. A second Phase I Environmental Site Assessment (S&ME, October 20, 2008) was performed for the Property. Potential sources of hazardous substances and sources of petroleum and petroleum products were identified including: former storage of lead-acid batteries, ASTs, numerous 55-gallon drums of petroleum products, pole-mounted transformers, stained soil and standing water with what appeared to be a petroleum sheen.
- J. Party Identification: Ginn is a Limited Liability Company organized in the State of Georgia with its principal place of business located at 28 Bridgeside Boulevard, Mount Pleasant, South Carolina 29464. Ginn affirms that it has the financial resources to conduct the response action pursuant to this Contract.

- K. Proposed Redevelopment: Ginn intends to acquire a leasehold interest and to incorporate this Property in a re-development for mixed-use commercial, residential and recreational development. The Property is situated within a designated Renewal Community comprised of industrial operations, commercial businesses and multi-family residential housing.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. Ginn certifies that it and its members are a Non-Responsible Party at the Site and are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTIONS

4. Ginn agrees to implement response actions conducted pursuant to a Work Plan approved by the Department. Ginn, or its designee shall submit the Work Plan, within thirty days of the execution date of this Contract, or later date if approved by the Department's project manager. The Work Plan shall be in accordance with accepted industry standards. All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes and permitting requirements (e.g., stormwater management and waste disposal regulations). Ginn shall identify and obtain the applicable permits before beginning any action. The Work Plan shall set forth methods and schedules for accomplishing response action as specified in all sub-paragraphs below:

A. Work Plan Logistics:

- 1). The Work Plan(s) shall provide sufficient information about the proposed sampling points, collection methods, analytical methods, and other pertinent details of the response actions.
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures (<http://www.epa.gov/region4/sesd/fbqstp/>).
 - b). All monitoring wells and groundwater sampling points shall be

constructed in accordance with the South Carolina Well Standards and Regulations-R.61-71. The Work Plan shall provide sufficient detail to support issuance of well approvals.

- c). The laboratory analyses shall be as noted in the media-specific sub-paragraphs below, but may include: 1) the full EPA-TAL (Target Analytical List); 2) the full EPA-TCL (Target Compound List); 3) the TAL-Metals (EPA-TAL without Cyanide); 4) SVOCs (EPA-TCL Semi-Volatile Organics without Pesticides and Herbicides); or 5) VOCs (EPA-TCL Volatile Organic Compounds).
 - d). All analytical methods shall use appropriate detection levels to allow comparison to media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL (Soil Screening Level) for a compound shall be the "MCL-Based SSL" if listed.
- 2). The Work Plan and all associated reports shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
 - 3). The Work Plan shall include the names, addresses, and telephone numbers of Ginn's consulting firm(s), analytical laboratories, and Ginn's contact person for matters relating to this Contract.
 - a). The analytical laboratory shall possess applicable Certification, as per South Carolina R.61-81, for the test methods to be used during this assessment.
 - b). Ginn shall notify the Department in writing of changes in the contractor or laboratory.
 - 4). The Department will notify Ginn in writing of approvals or deficiencies in the Work Plan.
 - 5). Ginn, or its designee, shall respond in writing within thirty days to the Department's comments with regards to deficiencies.
 - 6). Ginn shall implement the Work Plan upon written approval from the

Department.

- 7). Ginn shall inform the Department at least five (5) working days in advance of all field activities, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 8). Ginn shall preserve items that may: 1) provide evidence of a Potentially Responsible Party's involvement at the site; 2) lead to the discovery of other areas of contamination; or 3) contain environmental information. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Ginn shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.
- 9). Addendums to the Work Plan shall be submitted on an as-needed basis in the event further assessment or corrective measures are required. The Department may require additional sample locations or procedures to determine the extent of Existing Contamination, and/or implementation of applicable corrective measures if the assessment activities results exceed the screening criteria.

B. Remove any readily identifiable sources of contamination:

- 1). Ginn shall characterize and remove from the Property any segregated potential sources of contamination and hazardous substances (i.e., drums, tanks, containers, batteries, tires, engine parts, scrap metal, etc.). Sources shall be removed expeditiously upon their discovery at any time during assessment, correct action, or development activities. The contents of the sources shall be properly reused or disposed in accordance with regulations.
- 2). Ginn shall immediately notify the Department if a release of contamination occurs or is identified during removal of the sources.

Ginn shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

C. Assess soil quality across the Property:

- 1). Ginn shall collect and analyze soil samples from locations along a grid using 100-foot centers on the Property where storage and operations occurred. Ginn shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) at each location. Samples should also be collected from the following specific areas if outside the grid:
 - a). A presumed background location may be proposed;
 - b). In area where lead-acid batteries were stored;
 - c). In areas of stained soil;
 - d). At the AST area;
 - e). At the Sheer House area.
- 2). The surface soil samples shall be analyzed for TAL-Metals, SVOCs and PCBs. The subsurface samples shall be analyzed for TAL-Metals, VOCs, SVOCs, and PCBs. One surface and one corresponding subsurface sample from the AST area and from the Sheer House area plus a minimum of two surface and two correlating subsurface samples from probable impacted areas shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Surface soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL (Soil Screening Level). Subsurface soil results shall be compared to the applicable Protection of Groundwater SSL.

D. Assess groundwater quality:

- 1). Ginn shall determine groundwater quality and the groundwater flow direction. Assessment shall include samples from a minimum of three permanent monitoring wells. Specific locations shall be as follows:
 - a). A location presumed to be hydraulically downgradient of a potential off-site source;

- b). In the AST area;
- c). In the area where lead-acid batteries were stored;
- d). At the Sheer House area.

- 2). Samples from all monitoring wells shall be analyzed for TAL- Metals, VOCs and SVOCs. In addition, one sample from a hydraulically downgradient well shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, and to the Regional Screening Tables values for "Tapwater", if not specified in R.61-58.

E. Assess Sediment and Surface water quality:

- 1). Ginn shall collect and analyze a minimum of three sediment samples from the drainage ditch along the eastern Property boundary and two sediment samples from the marsh area.
- 2). Ginn shall collect and analyze corresponding water samples, if present, from each of the sediment locations.
- 3). All surface water and sediment samples shall be analyzed for the TAL- Metals, VOCs, SVOCs and PCBs.
- 4). Surface water quality results shall be compared to the values in the SC Water Classifications and Standards, R.61-68, based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to RAGS (<http://www.epa.gov/region4/waste/ots/ecolbul.htm>).

F. Evaluate and control potential impacts to indoor air:

- 1). Ginn shall evaluate potential impacts to indoor air in the event the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting residential exposures consistent with the building construction proposed to be used on the Property.
- 2). This evaluation shall consist of collection and analysis of a minimum of one soil gas sample per one thousand square feet within the proposed footprint of buildings to be constructed on the Property. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10⁻⁶ risk for shallow gas samples (using an attenuation factor appropriate for the depth of the samples) as identified in Table 2c of EPA OSWER Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils (Subsurface Vapor Intrusion Guidance <http://www.epa.gov/correctiveaction/eos/vapor.htm>.)
- 3). This evaluation shall consist of collection and analysis of indoor air samples from the existing buildings that remain on the Property. The samples shall be collected from within the building(s) during two separate sampling events approximately six months apart. One sampling event shall be in the winter. Each sampling event shall include collection of a number of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas

concentrations at screening levels indicative of a 10⁻⁶ risk as identified in Table 2c of EPA OSWER Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils (Subsurface Vapor Intrusion Guidance <http://www.epa.gov/correctiveaction/eos/vapor.htm>.)

- 4). Ginn shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted and/or measured indoor air concentration exceeds a 10⁻⁶ risk calculated for residential or commercial exposure consistent with the proposed building use. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

G. Institute reasonable contamination control measures:

- 1). Ginn shall take reasonable measures, approved by the Department and consistent with the intended future use of the Property, to limit or prevent impact to human health or the environment from contamination or hazardous substances present on the Property:
 - a). In excess of appropriate human-health and ecological risk-based exposure standards via the potential routes of exposure;
 - b). In excess of appropriate standards for contaminant migration to groundwater; or,
 - c). In the event that evidence of a continuing source of contamination is identified in the subsurface under the Property. For purposes of this clause, evidence of a continuing source may include finding Non-Aqueous Phase Liquids (NAPL) at concentrations that are presumptive of a source including chemical concentrations:
 - i. At, or greater than 1% of a chemical's solubility limit in any groundwater sample, or,
 - ii. At levels suggestive of a continuing source of environmental contamination based on technical references, empirical

modeling, or other technically defensible method used by the Department.

- iii. The Department may require additional sample locations and procedures to determine the extent of a source of contamination.
- d) The Department may require Ginn to delineate and control any portion of a source that has migrated beyond the Property if data suggests that source concentrations have migrated.
 - i. Ginn may be required to obtain access onto adjacent properties to delineate and control a source originating from the Property.
 - ii. The Department may assist Ginn in obtaining permission to access the adjacent properties.
 - iii. Upon the Department's determination that access to adjacent properties cannot be obtained through reasonable means, the Department may waive the requirements.

H. Monitor and/or abandon the monitoring wells:

- 1). Ginn shall implement a groundwater-monitoring program if required by the Department based on the results of the groundwater assessment activities. The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 2). Ginn shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

- 5. Ginn shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. Ginn agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The

Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Ginn.

PUBLIC PARTICIPATION

6. Ginn and the Department will foster public participation to implement this Contract as follows:
 - A. The Department will seek public comment and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. statutes upon signature of this Contract by Ginn.
 - B. Ginn shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected within one day of the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - C. The sign will state "Voluntary Cleanup Project by Ginn under Voluntary Cleanup Contract 09-5691-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Ginn. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
 - D. All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the site without intruding onto the Property.
 - E. Ginn shall submit photographs of the sign and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
 - F. Ginn agrees to revise the sign if the Department determines the sign is inaccurate, not legible or otherwise ineffectively placed.
 - G. Ginn shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the contract period until a Certificate of Completion is issued on the Property.

- H. The sign(s) may be removed to accommodate building or grading activities; however, Ginn shall restore the sign within two days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Ginn shall submit periodic written updates to the Department's project manager until such time as all activities are complete pursuant to this Contract. The first update shall be due within forty-five (45) days of Work Plan approval and semi-annually thereafter.
- A. The updates may be in summary letter format, but should include information about:
- 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
- B. The Department's project manager may allow an extended schedule between updates based on site-specific conditions.

SCHEDULE

8. Ginn shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances dictate a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize the contamination or prevent unacceptable exposures. Ginn shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. If contamination exceeds residential standards after completing the response actions pursuant to this Contract, a Declaration of Covenants and Restrictions (Covenant) is required for the Department to issue a Certificate of Completion. Ginn or its Beneficiaries as leaseholders shall compel the Property owner to enter and record a Covenant for the Property. The recorded Covenant shall be incorporated into this contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Covenant prior to providing it to Ginn and the Property owner. The Property owner or an authorized representative of the Property owner shall sign the Covenant within ten days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. The executed Covenant shall be filed with the Registrar of Deeds in Charleston County.
- C. Ginn or its Beneficiaries shall provide a copy of the recorded Covenant to the Department within sixty days of the Department's initial execution. The copy shall show the date and Book and Page number where the Covenant has been recorded.
- D. In the event that contamination exceeds residential standards on a portion of the Property, Ginn or its Beneficiaries may create a new parcel that will be subject to the Covenant.
- E. The Covenant shall be recorded on the master deed of any residential development planned for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Covenant.
- F. The Covenant shall reserve a right of entry and inspection for Ginn or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). Ginn or its Beneficiaries shall ensure that the restrictions established by the Covenant remain on any subdivided property.

- 2). Ginn or its Beneficiaries shall create a procedure to provide a single point of contact (e.g., property owners association) responsible for documenting current land use and compliance with the Covenant regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. Ginn or its Beneficiaries, or the entity responsible for coordinated compliance monitoring, shall annually document the Property's land use and compliance with the Covenant to the Department. The report shall be submitted by May 31 in a manner and form prescribed by the Department.
- H. The Department may amend the Covenant in response to significant changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other significant circumstances of the Site change. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment shall be duly executed and recorded with the county using procedures similar to those detailed above.

NOTIFICATION

10. All correspondence required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of correspondence shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing by: 1) regular U.S. Mail; 2) Certified or Registered Mail; 3) Commercial delivery service company; or, 4) by hand delivery to the other

party.

- A. All correspondence to the Department including two hardcopies of all Work Plans and reports, and one hardcopy of the Health and Safety Plan should be submitted to:

Jo Cherie Overcash
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

- B. Ginn's designated contact persons as of the effective date of this contract are:

Will Bagwell
Ginn-LA Promenade SYS, LLC
P O Box 1738
Mt. Pleasant, SC 29465
And
Perrin Q. Dargan, III
Hagood & Kerr, PA
654 Coleman Boulevard, Ste. 100
Mt. Pleasant, SC 29464

FINANCIAL REIMBURSEMENT

11. Ginn or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. statutes. The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereof, and may include costs incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Ginn on a quarterly basis. All costs are payable within thirty days of receipt of the Department's invoice submitted to:

Will Bagwell
Ginn-LA Promenade SYS, LLC
P O Box 1738
Mt. Pleasant, SC 29465

ACCESS TO THE PROPERTY

12. Ginn agrees the Department has an irrevocable right of access to the Property after Ginn acquires a leasehold interest in the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion will be issued on the Property as follows:
- A. Ginn shall request a Certificate of Completion after the response actions are complete and any required Covenants are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
 - B. The Department will issue the Certificate of Completion with its covenant not to sue for matters expressly covered in this Contract upon determining that Ginn has successfully and completely complied with the Contract.

ECONOMIC BENEFITS REPORTING

14. Ginn or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two years after the execution date of this Contract, and annually until two years after redevelopment of the Property is complete. Ginn shall

summarize the new operations at the Property, the number of jobs created, the amount of increase to the tax base, and the total amount invested in the site for property acquisition and capital improvements.

TRANSFER OF CONTRACT

15. The terms and conditions of this Contract apply to and inure to the benefit of the Department, Ginn, and its Beneficiaries. The following stipulations apply to ensure the transition of all responsibilities and benefits to successive Beneficiaries for any portion of the Property:
 - A. Ginn or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. Ginn and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property.
 - C. If a Certificate of Completion has not been issued, Ginn or its Beneficiaries shall seek approval from the Department prior to assigning or transferring the protections and obligations of this Contract to a new entity. The protections shall not inure to an entity without the Department's approval. The Department shall not unreasonably withhold its approval upon receipt of documentation from the new entity showing it:
 - 1). Is eligible to be a Bona Fide Prospective Purchaser for the Property;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
 - 4). Will assume the protections and all obligations of this Contract and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
 - D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Covenant or other ongoing obligation pursuant to

this Contract, Ginn or its Beneficiaries shall provide written notification to the Department identifying the new entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new entity that its use of the Property will remain consistent with the terms of the Contract, and that it will assume the protections and ongoing obligations of this Contract.
 - 2). This requirement is waived for an entity acquiring a portion of the Property for individual residential use provided the Covenant is recorded on the master deed for the residential development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.
- E. If a Certificate of Completion has been issued and the Property is not subject to a Covenant or other continued obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. Ginn, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:
- A. The Department may terminate this Contract only for cause and shall provide opportunity for Ginn or its Beneficiaries to correct causes of termination, which may include, but is not limited to, the following:
 - 1). Failure to complete the terms of this Contract; or
 - 2). Change in Ginn's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract; or
 - 3). Failure to submit timely payment for oversight costs as required above; or

- 4). Failure of Ginn or its Beneficiaries to implement appropriate response actions for additional contamination or releases caused by Ginn or its Beneficiaries; or
 - 5). Providing the Department with false or incomplete information or knowing failure to disclose material information; or
 - 6). Failure by Ginn or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this contract; or
 - 7). Failure by Ginn or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon reasonable consideration of Ginn's or its Beneficiaries' marketing efforts; regional economic conditions, and other pertinent information on the Property.
- B. Should Ginn or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards created by Ginn or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment that did not exist before the response actions identified in this Contract.
- C. Termination of this Contract by any party does not end the obligations of Ginn or its Beneficiaries to pay oversight costs already incurred by the Department and payment for such costs shall become immediately due.
- D. The protections provided to Ginn or its Beneficiaries shall be null and void as to any party directly or indirectly involved in activities giving rise to termination of the Contract. This shall apply to that party's lenders, parents, subsidiaries, members, managers, employees, assigns, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party. The protections will continue for any other covered party not involved with the action giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Ginn and its Beneficiaries are entitled to the protections and benefits provided by SC statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from CERCLA contribution claims.
- 2). Protection from third-party claims for equitable relief or damages relating to "Existing Contamination" at the Site.

B. Effective on the date the Certificate of Completion is issued by the Department:

- 1). The Department's covenant not to sue Ginn and its Beneficiaries for Existing Contamination except for releases and consequences caused by Ginn or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in SC statutes upon issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any contamination, releases, and consequences caused by Ginn and its Beneficiaries. The Department retains all rights under State and Federal laws to compel Ginn and its Beneficiaries to perform or pay for response activity for contamination, releases and consequences created by Ginn or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Ginn and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Ginn and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY GINN

19. Ginn retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Ginn and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for contamination, releases, and consequences they cause or contribute to the Site. However, Ginn and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Ginn and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered contamination is not attributable to the Company or its Beneficiaries. Ginn and its Beneficiaries shall make this demonstration to the Department's satisfaction. For purposes of this clause, newly discovered contamination means finding types of contamination not previously identified at the Site or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY GINN AND ITS BENEFICIARIES

21. In consideration of the protections from the Department, Ginn and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND
ENVIRONMENTAL CONTROL**

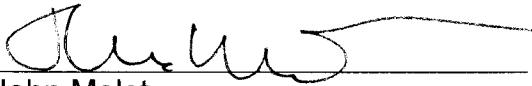
BY: _____
Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE: _____

Approved by Office of General
Counsel

DATE: _____

GINN-LA PROMENADE SYS, LLC

BY:  _____
John Melot
Vice President, Finance

DATE: 5/28/09

APPENDIX A



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DEC 04 2008

LAND REVITALIZATION
DIVISION - BLWM

November 26, 2008

Via Federal Express

Ms. Jo Cherie Overcash
South Carolina Department of Health & Environmental Control
Bureau of Land & Waste Management
2600 Bull Street
Columbia, South Carolina 29201

Re: Charleston Steel & Metal Site
107 Brigade Street, Charleston, SC
TMS No. 464 00 00 003 (the "Site")
Voluntary Cleanup Contract ("VCC")

Dear Ms. Overcash:

Please accept this letter as an Information and Certification pursuant to South Carolina Code Sections 44-56-710, *et seq.*, on behalf of Ginn-LA Promenade SYS, LLC ("Ginn") regarding the above-referenced Site for a proposed Non-Responsible Party Voluntary Cleanup Contract.

The Site is situated on peninsular Charleston, adjacent to the former Romney Street Landfill site in the industrial area known as the "Neck." The Site is approximately 9.98 acres and is currently under lease to Charleston Steel & Metal. The Site is zoned HI (Heavy Industrial). The current owner of the Site is Arthur Joseph Kurtz. The Tax Map Number of the Site is 464-00-00-003.

The Site is adjacent to an approximately 5.9 acre parcel (the "Adjacent Site") that, along with the site, formerly composed the entire Charleston Steel & Metal site. The Adjacent Site is also zoned HI. The Adjacent Site is the subject of VCC 07-5691-NRP (attached hereto as Exhibit "A"), which Ginn and DHEC entered into in 2007. Ginn purchased the Adjacent Site from Steinberg Realty, LLC.

Ginn plans to acquire a leasehold interest in the Site in or about January of 2009, as set forth in the Agreement to Buy and Sell attached hereto as Exhibit "B." Ginn plans to incorporate the Site into its overall re-development plan for the Adjacent Site and other sites, which are themselves the subjects of Non-Responsible Party Voluntary Cleanup Contracts between Ginn and DHEC. Copies of these Contracts are attached as Exhibits "C" and "D." Ginn's overall re-development plan for these sites involves mixed-use commercial, residential and recreational development.

To the best of Ginn's knowledge, the Site is situated in a designated Renewal Community, providing the opportunity for, among other things, Renewal Community Employment Tax Credits and Commercial Revitalization Deduction. The U.S. Department of Housing and Urban Development's Community Renewal Initiative was created to enable distressed urban and rural communities "to have hope for the future through economic and social renewal [W]hen private industry flourishes in these communities, it directly, and positively, impacts peoples' lives."

Ginn is a Limited Liability Company organized under the laws of the State of Georgia, qualified to do business in South Carolina. Ginn is not a Responsible Party or a potentially Responsible Party at the Site as defined under CERCLA Section 107(a) or South Carolina Code Annotated Section 44-56-720(8), nor is it a parent, successor or subsidiary of a Responsible Party or a Potentially Responsible Party at the Site. On information and belief, if there is a Potentially Responsible Party at the Site, it is some combination of prior owners and/or operators of the Site.

Ginn's proposed uses at the Site will not, with the exercise of due care, aggravate or contribute to any existing contamination, if any exists, nor interfere with any future response action, nor will they pose health risks to either the community or those persons likely to be present at or near the Site. To the contrary, Ginn's proposed use will create and foster the means to investigate and, if necessary, monitor environmental conditions at the Site where no such means currently exist and will therefore help to eliminate potential health risks.

Ginn has the professional experience necessary to assess, manage, and operate the Site. A financial assurance statement will follow.

As set forth above, Ginn intends to convert the Site from a heavy industry site to a mixed-use commercial, residential and recreational development

Attached as Exhibit "F" hereto is a Phase I Environmental Site Assessment prepared by S&ME, Inc. dated October 20, 2008.

A legal description of the Site is attached hereto as Exhibit "G."

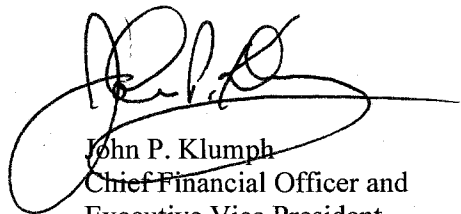
The contact persons for Ginn are:

Will Bagwell
Ginn-LA Promenade SYS, LLC
PO Box 1738
Mt. Pleasant, SC 29465

Perrin Q. Dargan, III
Hagood & Kerr, PA
654 Coleman Boulevard, Ste. 100
Mt. Pleasant, SC 29464

If you have any questions or concerns regarding this matter, please do not hesitate to contact me or Mr. Will Bagwell on site. Thank you again for your assistance with this matter.

Sincerely,



John P. Klumph
Chief Financial Officer and
Executive Vice President
Ginn-LA Promenade SYS, LLC

Cc: Will Bagwell
Perrin Q. Dargan, III, Esquire

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DEC 04 2008

Chain of Title
464-00-00-003LAND REVITALIZATION
DIVISION - BLWM

Standard Oil Company of New Jersey to Nathan Goldberg		City Council of Charleston to Holston Corporation 12-8-15, Bk. C-28, Pg. 168
9-30-37, Bk. W-39, Pg. 260		
▼		▼
Nathan Goldberg by Last Will and Testament to Alex Goldberg, Gertrude Kurtz and Beatrice Dunsky		Holston Corporation to Holston Land Company, Incorporated 5-9-29, Bk. G-35, Pg. 36
Probate File No. 843-42		
(Died May 22, 1948)		Holston Land Company, Incorporated to Alex Goldberg and Gertrude Kurtz
▼		2-2-62, Bk. C-76, Pg. 222
Beatrice Goldberg to Alex Goldberg and Gertrude Goldberg Kurtz		
12-31-52, Bk. N-56, Pg. 9		
▼	◀▶	▼
Gertrude G. Kurtz (died 12/9/90) to Herman Kurtz (life estate), Arthur Joseph Kurtz, Fredlyn Doris Kurtz Schloss by Last Will and Testament	City Council of Charleston to Sheila R. Goldberg and Gertrude G. Kurtz 12-30-87, Bk. L-171, Pg. 879	Alex Goldberg (died 7-6-63) by Last Will and Testament to Sheila Rosenblatt Goldberg Probate File # 887-92
Probate File # 91-ES-10-108		▼
Deed of Distribution from Herman Kurtz, Personal Representative of the Estate of Gertrude B. Kurtz to Arthur Joseph Kurtz, Fredlyn Doris Kurtz, Herman Kurtz		Sheila Goldberg Minkoff (died 7-28-00) to Arnold Goldberg, as Trustee under Trust established under Item VIII of Last Will and Testament – Probate File No. 2000-ES-10-001592
3-11-92, Bk. L-211, Pg. 192		(Quit Claim Deed from Nadine Goldberg Minkoff to Arnold Goldberg, as Trustee for Stacy E. Goldberg and Jana
Life estate of Herman Kurtz relinquished upon his death 9/18/02		Meredith Goldberg 4-10-02, Bk. U-402, Pg. 561

NE AE EL 13 & 14(NGVD)

F.I.R.M.

'17/04.

PRIVATE BUILDING
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NEW (3/4" REBAR SET)
OLD (SIZE & TYPE NOTED)
DER POINT (NO IRON SET)
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WIRE ANCHOR
POLE
R POLE
M MANHOLE
R MANHOLE
R VALVE
INLET
TRIC TRANSFORMER
TRIC METER
VALVE
R METER
COMMUNICATION MANHOLE
PHONE PEDISTAL
HEAD POWERLINE
ARY SEWER

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DATE

at is valid for five years from the date
cautionary language above.

NO. REVISION

BY DATE

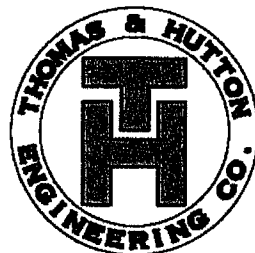
AN ALTA/ACSM LAND TITLE SURVEY OF

**TRACT 1 (9.83 ac.)
& TRACT 2 (5.87 ac.)**

**OWNED BY:
STEINBERG REALTY, LLC &
ARTHUR JOSEPH KURTZ, ETAL**

CITY OF CHARLESTON
CHARLESTON COUNTY, S.C.

PREPARED FOR:
GINN-LA FUND IV
PROMENADE WEST. LLC



PREPARED BY:
**THOMAS & HUTTON
ENGINEERING CO.**

935 HOUSTON NORTHCUTT BLVD., P.O. BOX 1522
MT. PLEASANT, SC 29464 / (843) 849-0200
www.thomas-hutton.com



SCALE	1" = 60'
FILE	J- 17780
FIELD DATE	07/14/06
PLAT DATE	08/03/06
DRAWN BY	PPG
REVIEWED BY	FEQ
APPROVED BY	XXX
PARTY CHIEF	JB

SHEET 1 OF 1

DRAWING No. C- 1078

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DEC 04 2008

LAND REVITALIZATION
DIVISION - BLWM

SC GRID



TRACT 1

Commencing at a point at the intersection of Morrison Drive and Romney Street; said point being the point of commencement; thence N 47°52'57" E, a distance of 142.55 feet to a point; thence N 45°54'03" W, a distance of 1,119.64 feet to a point; thence N 67°44'35" E, a distance of 69.86 feet to a point; said point being the Point Of Beginning;

thence N 67°44'35" E, a distance of 330.39 feet to a point;
 thence N 28°13'25" W, a distance of 20.50 feet to a point;
 thence N 70°58'39" E, a distance of 192.44 feet to a point;
 thence N 66°42'21" E, a distance of 101.55 feet to a point;
 thence N 63°30'21" E, a distance of 76.80 feet to a point;
 thence N 46°26'15" E, a distance of 114.46 feet to a point;
 thence N 87°25'28" E, a distance of 321.38 feet to a point; being the point of curvature of a curve to the left, having a radius of 1,842.98 feet, a central angle of 4°27'43", and a chord length of 143.49 feet bearing S 20°57'11" W; thence proceed along the arc of said curve 143.52 feet to a point;

being the point of curvature of a curve to the left, having a radius of 1,538.69 feet, a central angle of 5°17'35", and a chord length of 142.10 feet bearing S 15°24'15" W; thence proceed along the arc of said curve 142.15 feet to a point;

thence S 53°36'35" W, a distance of 277.40 feet to a point;
 thence S 39°03'25" E, a distance of 156.70 feet to a point;
 thence S 35°43'35" W, a distance of 197.62 feet to a point;
 thence N 83°22'25" W, a distance of 174.80 feet to a point;
 thence S 61°46'35" W, a distance of 25.00 feet to a point;
 thence S 28°13'25" E, a distance of 317.91 feet to a point;
 thence S 61°46'35" W, a distance of 25.00 feet to a point;
 thence N 45°54'03" W, a distance of 901.85 feet to a point;
 said point being the true Point Of Beginning; said tract or parcel of land containing 9.98 acres more or less.

TRACT 2

Commencing at a point at the intersection of Morrison Drive and Romney Street; said point being the point of commencement; thence N 47°52'57" E, a distance of 142.55 feet to a point; said point being the Point Of Beginning;

thence N 45°54'03" W, a distance of 1,119.64 feet to a point;
 thence N 67°44'35" E, a distance of 69.86 feet to a point;
 thence S 45°54'03" E, a distance of 901.85 feet to a point;
 thence N 61°46'35" E, a distance of 25.00 feet to a point;
 thence N 28°13'25" W, a distance of 317.91 feet to a point;
 thence N 61°46'35" E, a distance of 25.00 feet to a point;
 thence S 83°22'25" E, a distance of 174.80 feet to a point;
 thence N 35°43'35" E, a distance of 197.62 feet to a point;
 thence N 39°03'25" W, a distance of 156.70 feet to a point;
 thence N 53°36'35" E, a distance of 277.40 feet to a point; being the point of curvature of a curve to the right, having a radius of 1,538.69 feet, a central angle of 29°35'20", and a chord length of 785.81 feet bearing S 2°02'13" E; thence proceed along the arc of said curve 794.61 feet to a point; thence S 63°12'10" W, a distance of 272.79 feet to a point;
 said point being the true Point Of Beginning; said tract or parcel of land containing 5.87 acres more or less.